

# SUPREME COURT

## DIVISION OF STATE COURT ADMINISTRATION

LORETTA H. RUSH, CHIEF JUSTICE

LILIA G. JUDSON, INTERIM CHIEF ADMINISTRATIVE OFFICER  
DAVID J. REMONDINI, INTERIM EXECUTIVE DIRECTOR



## OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500  
INDIANAPOLIS, IN 46204-3568  
317.232.2542  
317.233.6586 FAX  
COURTS.IN.GOV

SENT BY ELECTRONIC MAIL TO  
[geoffvaught9@gmail.com](mailto:geoffvaught9@gmail.com)

March 15, 2016

Mr. Geoff Vaught  
3940 West Walnut Leaf Drive  
Bloomington, IN 47403

Re: Bulk Data Agreement

Dear Mr. Vaught

Your request to obtain bulk distribution of non-confidential court records from the Monroe Circuit Court using the Odyssey Case Management System has been approved by the Division of State Court Administration pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter and the executed User Agreement for Bulk Distribution of Data or Compiled Information.

Indiana Administrative Rule 9(F)(2) places authority in the Indiana Supreme Court with respect to records from multiple courts such as those maintained in the Odyssey data repository. By Order dated September 13, 2011, *In the Matter of Bulk Distribution of and Remote Access to Court Records in Electronic Form*, Case No. 94S00-1109-MS-552, the Indiana Supreme Court authorizes bulk distribution of Odyssey records that are not excluded from public access by Administrative Rule 9(G) or (H), and authorizes the Division to review written requests for bulk distribution of Odyssey records and, if appropriate, approve such requests.

You are approved to receive bulk distribution of Odyssey records and the Division will provide bulk distribution of such records to you, subject to the following additional conditions: (1) You must make arrangements for payment for the records in accordance with Administrative Rule 9

and the Supreme Court's Order of September 13, 2011; (2) Your approval is subject to the executed User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System, and (3) You are prohibited from providing bulk distribution of Odyssey records to any third party.

An executed copy of your user agreement is enclosed. The agreement will expire on January 31, 2017. Please contact the Court Technology at 317.232.2542 in order to proceed with receipt of your data.

A copy of their current data order form is enclosed for your use. If you have any questions, please contact me at [richard.payne@courts.IN.gov](mailto:richard.payne@courts.IN.gov) or (317) 234-5398.

Sincerely,

A handwritten signature in black ink, appearing to be "Richard T. Payne", written over the word "Sincerely,".

Richard T. Payne  
Staff Attorney  
Trial Court Management

Enclosures:      User Agreement  
                     Odyssey Order Form

FEB 26 2003

**INDIANA SUPREME COURT  
DIVISION OF STATE COURTADMINISTRATION  
30 SOUTH MERIDIAN STREET, SUITE 500  
INDIANAPOLIS, IN 46204  
317.232.2542**

**III. Identification of bulk data/compiled Information sought (specify and describe the records sought and the compiler or location):**

Probate petition filings-Monroe county, Bloomington, In. 2-23-16- indefinite.  
Pre foreclosure filings- Monroe county, Bloomington, In. 2-23-16- indefinite.

**IV. Identify the frequency with which bulk data and compiled information is being requested to be transferred to Requestor by each Court listed in Section III.**

☐ One Time Distribution

☒ Periodic

Monthly

Frequency Desired

**V. Identification of Court(s) exercising jurisdiction over the records (list the courts):**

Monroe county, Indiana

**VI. Purpose for Request: What is the purpose of the request and how is release of the requested data consistent with the purposes of Administrative Rule 9 (set forth reason)?**

To find properties that might be for sale that people may not want.

**VII. Describe how fulfilling the request is an appropriate use of public resources.**

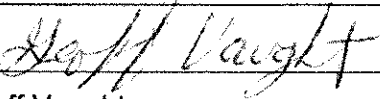
To help stimulate the economy and provide affordable housing to the general public.

**VIII. Attach a sample copy of all Requesting Party's company policies/user agreement provided to the Requesting Party's subscribers, customers, clients, or other party that govern the use of the data listed in II.**

**IX. Requestor is or is not willing to pay an amount determined to be the fair market value of the information. If not, why?**

☒ **Willing to Pay**    ☐ **Unwilling to Pay. Reason** \_\_\_\_\_

**By signing this request, I represent that I am authorized to do so on behalf of Requestor.**

<b>Signature</b>	
<b>Printed Name</b>	Geoff Vaught
<b>Title</b>	Owner/ operator
<b>Date</b>	2-25-16



## **Indiana Supreme Court Division of State Court Administration**

### **NOTIFICATION OF RECEIPT OF EXECUTED USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION UNDER ADMINISTRATIVE RULE 9**

TO: Court Technology  
FROM: Richard T. Payne, Staff Attorney, Trial Court Management  
DATE: March 15, 2016

#### Notice of Bulk Data or Compiled Information Request User Agreement Receipt

STAD and/or the Indiana Supreme Court has approved a Request for Bulk Data or Compiled Information from Geoff Vaught. The requested distribution involves data or information within the Odyssey Data Repository as described in the User Agreement

Mr. Vaught has been instructed to contact Court Technology in order to move forward. A copy of the executed User Agreement is attached.



## **Indiana Supreme Court Division of State Court Administration**

### **USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION NOT EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9**

The parties to this agreement are the Indiana Supreme Court through its Division of State Court Administration ("Division") and Geoff Vaught ("Requesting Party")

#### **Recitals**

Under Administrative Rule 9(F)(2), the Division is responsible for processing all requests for Bulk Distribution of Data or Compiled Information by Indiana Courts.

The Division reviews each request for Bulk Distribution to insure the request is consistent with the purposes of Administrative Rule 9 ("Rule 9"), resources are available to prepare the information and each request is an appropriate use of public resources.

The Indiana Supreme Court holds the software license and the rights to the Odyssey case management system for Indiana courts and clerks.

The Indiana Supreme Court has authorized the Division to release Odyssey records in bulk in an Order dated September 13, 2011, Case No. 94S00-1109-MS-552.

The Requesting Party has sought a Bulk Distribution of Data or Compiled Information for its own use which has been approved by the Division.

The Requesting Party is willing to comply with restrictions on usage of the Data and Compiled Information.

Requested data contained in the Odyssey case management system will be provided by the Division. If all or some of the requested data is not contained in the Odyssey case management system, the Requesting Party is not automatically entitled to the distribution of such Data or Compiled Information of a court simply by the approval of this user agreement by the Division. Provision of Data or Compiled Information that is not contained in the Odyssey case management system must be determined by each court or clerk based upon a determination that the information sought is consistent with the purposes of Administrative Rule 9, that resources are available to prepare the information and that fulfilling the request is an appropriate use of public resources.

The Requesting Party may be required to pay the fair market value of the information requested as determined by the Division or a Court providing the information.

The Bulk Distribution is limited to court records even if the Requesting Party is seeking other information that is governed by other agencies' policies.

In order to establish the respective functions and responsibilities of the Parties pertaining to the dissemination and use of Indiana court information under the provisions of

Administrative Rule 9 of the Indiana Rules of Court (“Rule 9”), the parties now, therefore, agree as follows:

**1. Definitions.** For the purpose of this Agreement, the following terms shall have the meanings as set forth in Rule 9, section C: Administrative Record, Bulk Distribution, Case Record, Clerk of Court, Compiled Information, Court, Court Record and Public Access. The following terms shall be defined as stated:

**A.** “Agreement” means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.

**B.** “Data” means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.

**C.** “Subscriber” means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.

**D.** “Requesting Party” includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to courts shall be made.

**2. Records Approved for Distribution as Bulk Data or Compiled Information.**

**A. Court Records Sought and Approved.**

1. List of Courts:

Odyssey Courts: Monroe Circuit Court

Non-Odyssey Courts: None

2. List of Records: Monthly Extract of Probate and Mortgage Foreclosure Cases beginning February 23, 2016

**B. Court Records Maintained in the Odyssey data repository.**

1. The Division will provide the Requesting Party the initial data extract of the approved records pursuant to the authorization order of the Indiana Supreme Court of September 13, 2011, Case Number 94S00-1109-MS-552. When the approved request requires more than a single extract of data, the Division will provide a monthly data extract thereafter on or before the tenth day of each month of the term of the approval.

2. The Division will provide the Requesting Party with an invoice for each extract if the Court or Division has determined that the Requesting Party shall pay the fair market value of the extracted data. All payments shall be made by check and payable to Division of State Court Administration bearing a notation of the



invoice number and that payment is for Odyssey Bulk Records or Compiled Information.

3. The extracted data will be made available to the Requesting Party through an SFTP account accessing client specific folders at SFTP.IN.Gov.

**C. Court Records Not Maintained in the Odyssey data repository.**

Subject to specific permission from the Courts identified above that are not on the Odyssey Case Management System, the Division hereby grants to the Requesting Party restricted authorization to receive from such Courts the Court Records specifically identified above for the Requesting Party's own use in accordance with the terms and conditions of this Agreement.

Execution of this Agreement and approval of the Requesting Party's request by the Division does not create any mandatory obligation on the part of any Clerk of Court or Court to provide Court Records to the Requesting Party. Under Rule 9(F), the individual non-Odyssey Courts must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources and is consistent with the purposes of Rule 9. The Courts must determine on an individual basis whether to assess a charge for providing the Court Records may make the granting of the request contingent upon the Requesting Party paying an amount which the Court determines is the fair market value of the information.

**3. Rights and Interests.**

All rights, title and interests, including all intellectual property rights, in and to the Court Records, data, code, application or any other information provided to the Requesting Party shall remain with the Courts. The Requesting Party shall not acquire any proprietary right to or interest in any Court Records, data, code, application or any other information provided to the Requesting Party under this Agreement, whether or not the Court's records, data, code, application or other information is incorporated in or integrated with in any way whatsoever with the Requesting Party's property, data, code, reports, application, program, system or any other sort of product. Such rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.

The Requesting Party shall provide the Division with the names of all entities that receive access to the data provided by the Division that are related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this section.

**4. Ongoing Data Scrubbing and Update Requirements.**

The status of a Court Record may change over time and the Requesting Party shall refresh all records with each new extract received so that cases sealed or restricted since the last extract will be accurately reflected in the database.

The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential

information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.

## **5. Restrictions on Use of Data.**

### **A. Compliance with Authorities.**

The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.

### **B. Resale of Data.**

The Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided under this Agreement except in response to an inquiry from an individual for a Court Record or compilations or reports incidental to such individual Case Record as part of a service provided by Requesting Party. The Requesting Party shall not make Bulk Distribution of the Court Records or reconfigure the Court Records for subsequent Bulk Distributions.

### **C. Policies for Dissemination of Data.**

The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method unless the Clerk first obtains approval from the Division under Trial Rule 77(K). In the event the Requesting Party plans to offer a service allowing others to review the Court Records and disseminate information in the Court Records to subscribers, customers, clients, or other third parties, a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as an Exhibit B. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.

## **6. Bulk Transfer to Third Parties.**

The Requesting Party is prohibited from making a Bulk Distribution of the data or the compiled information obtained through this agreement to another party.

## **7. Reporting Requirement.**

With respect to Court Records not maintained in the Odyssey data repository, within thirty (30) days after the Requesting Party receives the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3. However, the Requesting Party is not required to file with the Division a Form TCM-AR9(F)-3 for Court Records the Requesting Party receives from the Odyssey data repository.

## **8. Disclosure Requirements.**

The Requesting Party shall provide a disclosure statement similar to the one set forth below to each subscriber, customer, client or other third party who is provided access to the Court Records at the time any information from the Court Records is made available to them. At a minimum, the Requesting Party will ensure that a statement similar to the one set forth below, is displayed or provided to each subscriber, customer, client or other third party every time information from the Court Records is made available.

*The data or information provided is based on information obtained from Indiana Courts on \_\_\_\_\_ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court in question.*

## **9. Audits.**

The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.

**A.** The Requesting Party agrees that the Division may include “control” or “salted” data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.

**B.** The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.

**C.** The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.

## **10. Disclaimer of Warranties.**

The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement are provided “As Is”. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the Court Records and Data is supplied to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records.

**Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.**

## **11. Limitation of Liability.**

The Requesting Party acknowledges and accepts that the Court Records or Data are provided “as is” and may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:

**A.** The Division, Courts, and Clerks of Court shall not be liable for any demand or claim regardless of the form of action, for any damages resulting from the use of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, authors, clients or other parties.

**B.** The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.

**C.** The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

## **12. Indemnification.**

The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and reasonable attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, customers, clients or any other parties.

## **13. Assignment.**

The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

## **14. Termination and Renewal.**

### **A. General.**

Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

## **B. Renewal.**

This agreement expires on **January 31, 2017**, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after **January 1, 2017**. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at <http://www.courts.in.gov/admin/2460.htm>.

## **C. Termination for Cause.**

The Requesting Party is responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party. The Division may, at its discretion, immediately terminate this Agreement upon a violation of the Agreement. Upon termination of the Agreement, the Requesting Party shall promptly return all court records and data to the Division. The Requesting Party is liable for damages for violations of this Agreement as authorized by law.

## **D. Termination for Nonpayment.**

The Division may immediately, without notice, terminate this Agreement if the Requesting Party fails to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days.

## **E. Termination in Event of Assignment.**

The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division, (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; or (iii) any claim arising under this agreement.

## **F. Termination in Event of Failure to Update.**

The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities and names under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update any of the information required to be submitted in the Request attached as Exhibit C.

## **15. Attachments.**

This Agreement incorporates by way of attachment the following:

- A.** A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided as **Exhibit A**;
- B.** The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties as **Exhibit B**;

C. The original Request provided to the Division from the Requesting Party as **Exhibit C**; and

D. The approval letter provided to the Requesting Party from the Division as **Exhibit D**.

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

**16. Applicable Law.**

This Agreement shall be interpreted and enforced in accordance with the law of the State of Indiana in an Indiana court of competent jurisdiction.

**17. Effective Date.**

This Agreement shall become effective and the terms herein shall become enforceable upon the date of execution of the last party.

**18. Authority to Execute Agreement.**

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties.

**19. Revocation of Approval.**

Approval of the Requesting Party's Request for Bulk Distribution of Data or Compiled Information and the contractual offer contained herein shall be automatically revoked if the Requesting Party fails to execute and return the original signed agreement to the Division within sixty (60) days of signature by the Division.

Indiana Supreme Court Division of State Court Administration

By: 

Date: 2-29-16

David J. Remondini  
Interim Executive Director

Geoff Vaught  
Requesting Party

By: 

Date: 3-4-16

Printed: Geoff Vaught

Title: Owner / operator

## **Entity Names**

GSIREI LLC. ( Not yet official, haven't set it up yet. )

## NON-CIRCUMVENTION/NON-DISCLOSURE FEE AGREEMENT

This agreement is entered into on \_\_\_\_\_  
 By and between:

Party 1

Party 2

1. This agreement is to confirm that each of the above named signatories, whether separately and/or individually, and their associates, hereby agree that he/she and/or his/her corporation, as well as any business any of the aforementioned may have any association or involvement with, in any form, including, but not limited to, any joint ventures, limited or general partnerships, division, subsidiaries, employees, agents and/or consultants, will not make any contact with, deal with or otherwise involve any of the aforementioned in any transaction, including, but not limited to, any banking/lending institutions, trust corporations, and/or individuals, lenders or borrowers, buyers or sellers and the like introduced by either of the above named signatories to the other signatory without the written permission of the introducing above named signatory *provided, however*, that if a contact introduced by Party 2 has a pre-existing relationship with Party 1 (and such relationship can be documented to the satisfaction, in good faith, of Party 2), such contact will be a protected contact of Party 2 under the terms and conditions of this agreement for the specific transaction only. If the aforementioned occurs, Party 1 and Party 2 will negotiate the terms and conditions of this circumstance/issue in good faith.

This agreement is also effective and extends to any of the above named signatories' heirs, assignees, designees and the like.

2. By signatures and execution of this agreement, each of the named signatories agree that any corporation, firm, company, individual and/or the like in which the signee is a principal or partner, and/or for which the signee is an agent, officer, employee, or the like is bound by this agreement
3. This agreement is to be and remain in full force and effect for a period of no less that 5 (five) calendar years from the date of first funding and/or closing between and by the parties signatory to this agreement involving either of the signatories to this agreement and/or any third party introduced by one signatory to the other and is to further be fully applicable to any and all transactions, present and future resulting from each introduction, including any and all subsequent, follow-up, repeat, extended, renegotiated and new transactions as well as initial transactions that occur during the term of this agreement regardless of the success of the transaction. The signatories further hereby acknowledge, accept and agree that the identities of the banks, lending institutions, corporations, individuals, trusts, lenders or borrowers, buyers or sellers, and the like, including, but not limited to, property addresses are

Initials & Date for Party 1: \_\_\_\_\_ Initials & Date for Party 2: \_\_\_\_\_



## NON-CIRCUMVENTION/NON-DISCLOSURE FEE AGREEMENT

currently the property of the introducing signatory and shall remain so for the full duration of this agreement.

1. It is further understood that by reason of this agreement, the parties involved in and to this agreement may learn from one another, or from the principals, the names, addresses, telephone numbers and the like of investors, borrowers, lenders, agents brokers or others, all hereinafter referred to as "contacts". Additionally, it is further understood and agreed, if any signatory to this agreement provides any "written correspondence" to, or receives any written correspondence from, any and all contacts as described above in this paragraph, upon the receipt or the sending of such written correspondence, such receiving or sending signatory will provide a written copy of any and all such written correspondence to any other signatory to this agreement.
2. It is understood and agreed that each party signatory to this agreement agrees to keep confidential the names and/or contacts introduced by the other party/parties, unless prior written permission is given by said party/parties. Such confidentiality shall include any name, address, telephone/telex/facsimile numbers and the like and any other information disclosed or obtained by any such signatory
  - A. It is further understood and agreed that the contacts of each signatory hereto are and shall be recognized by the other signatory party as exclusive and valuable contacts and that the parties signatory to this agreement will not negotiate, or participate in any transaction with any of the revealed contacts without first entering into a written agreement with the party who provided such contact.
  - B. In the event of circumvention by any party/parties covered by this agreement, it is further agreed and guaranteed that a legal monetary penalty equal to the maximum fee or profit the circumvented signatory party should have realized in and from such transaction, including, but not limited to, punitive damages and the like shall and will be paid by the signatory engaged in such circumvention. Further, in the event that any legal proceeding commences to enforce and/or interpret the terms of this agreement, then in that event and in addition to any other aforementioned compensation, the prevailing party shall be entitled to any costs and reasonable legal/attorney fees and expenses.
3. This agreement shall be controlled by the laws of the State of California.

### **Fee Agreement by and between Parties 1 and 2:**

1. In consideration for any introduction and/or subsequent consummation of any negotiation regarding any of the above included in this agreement including, but not limited to, any investment, joint venture, payment for any services to any third party

Initials & Date for Party 1: \_\_\_\_\_ Initials & Date for Party 2: \_\_\_\_\_

## NON-CIRCUMVENTION/NON-DISCLOSURE FEE AGREEMENT

introduced by Party 1 to Party 2, partnership, loan, sale or purchase of a property or the like, Party 1 agrees and will pay over to Party 2 at such first funding or closing as well as any/other fundings and/or closings as regards this agreement during the term of the agreement as stated above in this agreement a fee of deal-by-deal in good faith with no deals to be consummated without the written agreement of Party 1 and Party 2.

Terms regarding the entitlement and division of any fees and equities due are agreed as follows:

- A. Payment will always be made in U.S. Dollars except where payment is made in any other form, such form which must be agreed to between the parties prior to any transaction as stated above in this agreement being consummated, closed, completed and/or the like.
- B. Any and all fees due to any party to this agreement shall be paid at the time of closing and disbursed from a third party account/source set up for the said transaction. If such payment is in the form of any recordable document, then all appropriate and complete documentation necessary to properly and legally record such transaction shall be executed concurrently with the closing of any transaction as described above in this agreement.
- C. This agreement shall be binding on all parties to this agreement until and unless mutually transmitted in writing by both parties.
- D. Any controversy and/or claim arising out of or relating to this agreement, or breach thereof, and which is not settled between the parties themselves, shall be settled subject to arbitration pursuant to the Federal Arbitration Act.
- E. Each party agrees to indemnify and hold harmless any other party against any losses, claims, liabilities, damages and the like, joint or several, to which the other(s) directly or indirectly may be subject to, in connection with and arising from services which are subject of this agreement, except as may be the direct cause of the gross negligence or willful misconduct of the party seeking indemnification.
- F. This contract represents the entire agreement of the parties to this agreement and shall not be modified except in writing by all the signatories to this agreement.
- G. This agreement is reciprocal in all regards.
- H. If any other Non-Disclosure Non Circumvention Agreements or similar documents are executed by Party 1 and Party 2 and there is any discrepancy between any of the executed Agreements, this Agreement will supersede.

Initials & Date for Party 1: \_\_\_\_\_ Initials & Date for Party 2: \_\_\_\_\_

## NON-CIRCUMVENTION/NON-DISCLOSURE FEE AGREEMENT

The parties agree that the formal documents shall follow prior to any funding and/or closing pertaining to this agreement. Further, any facsimile signatures shall be considered as an original.

Party 1 \_\_\_\_\_ Date \_\_\_\_\_

Party 2 \_\_\_\_\_ Date \_\_\_\_\_

Initials & Date for Party 1: \_\_\_\_\_ Initials & Date for Party 2: \_\_\_\_\_

EXHIBIT C

RECEIVED

FEB 26 2016

DIVISION OF  
STATE COURT ADMINISTRATIONINDIANA SUPREME COURT  
DIVISION OF STATE COURT ADMINISTRATION  
30 SOUTH MERIDIAN STREET, SUITE 500  
INDIANAPOLIS, IN 46204  
317.232.2542REQUEST FOR RELEASE OF  
BULK DATA/COMPILED INFORMATION  
(NOT EXCLUDED FROM PUBLIC ACCESS)

To the Executive Director of State Court Administration:

Requestor submits this request under Administrative Rule 9(F)(3) for release of bulk data/compiled information not excluded from public access by Administrative Rule 9(G).

<b>I. Identity of Requestor</b>	Geoff Vaught
<b>Address</b>	3940 W Walnut Leaf Dr. Bloomington, IN. 47403
<b>Contact and Title</b>	Geoff Vaught
<b>Telephone:</b>	812-327-4226
<b>E-Mail:</b>	None <u>geoff.vaught@hotmail.com</u> Enter Email Address
<b>Website:</b>	None Enter Website Address

**II. List all known business entity names related to Requesting Party that will participate in the use and dissemination of the data provided:**

☐ None ☒ Listed Here

GSIREI

**III. Identification of bulk data/compiled Information sought (specify and describe the records sought and the compiler or location):**

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Monthly

Frequency Desired

**V. Identification of Court(s) exercising jurisdiction over the records (list the courts):**  
Monroe county, Indiana

**VI. Purpose for Request: What is the purpose of the request and how is release of the requested data consistent with the purposes of Administrative Rule 9 (set forth reason)?**  
To find properties that might be for sale that people may not want.

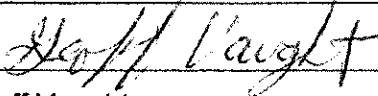
**VII. Describe how fulfilling the request is an appropriate use of public resources.**  
To help stimulate the economy and provide affordable housing to the general public.

**VIII. Attach a sample copy of all Requesting Party's company policies/user agreement provided to the Requesting Party's subscribers, customers, clients, or other party that govern the use of the data listed in II.**

**IX. Requestor is or is not willing to pay an amount determined to be the fair market value of the information. If not, why?**

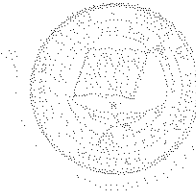
☒ **Willing to Pay**    ☐ **Unwilling to Pay. Reason** \_\_\_\_\_

**By signing this request, I represent that I am authorized to do so on behalf of Requestor.**

<b>Signature</b>	
<b>Printed Name</b>	Geoff Vaught
<b>Title</b>	Owner/ operator
<b>Date</b>	2-25-16

## SUPREME COURT

DIVISION OF  
STATE COURT ADMINISTRATION



OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500  
INDIANAPOLIS, IN 46204-3568  
317.232.2542  
317.233.6586 FAX  
COURTS.IN.GOV

LORETTA H. RUSH, CHIEF JUSTICE

LILIA G. JUDSON, INTERIM CHIEF ADMINISTRATIVE OFFICER  
DAVID J. REMONDINI, INTERIM EXECUTIVE DIRECTOR

February 29, 2016

Mr. Geoff Vaught  
3940 West Walnut Leaf Drive  
Bloomington, IN 47403

Re: Bulk Data Request

Dear Mr. Vaught

I write in response to your request for bulk and/or compiled data from Indiana courts. Specifically you have requested compiled information for all civil collection (CC) and mortgage foreclosure (MF) cases filed in the Monroe Circuit commencing with February 23, 2016.

As you are aware, Administrative Rule 9(F) provides as a condition precedent to seeking bulk distribution or compiled information from any Indiana court, you must submit the request for such data to the Executive Director of the Indiana Supreme Court Division of State Court Administration (the "Division"). This rule and the comments that follow provide that a request for bulk distribution or compiled information may be granted upon determination that the information sought is consistent with the purposes of this rule, that resources are available to prepare the information and that fulfilling the request is an appropriate use of public resources. The grant of such request may be made contingent upon the requester paying an amount, which the court determines is the fair market value of the information.

The Interim Executive Director, David Remondini, has approved your request and seeks your signature on the attached User Agreement. The agreement incorporates the Indiana Supreme Court's general policies regarding the use and resale of bulk and/or compiled court data. Mr. Remondini has already signed the agreement(s) in anticipation of your signature. Please sign and return the original of the agreement to us. In the event we have not received the signed original within forty-five days, we will assume you do not intend to proceed with the request and will close the application.

We also need a list of all business entity names related to your company and all company policies provided to its subscribers/customers/clients, if any. These will be attached and incorporated into the User Agreement.

Court Technology will provide records from the Odyssey system but you need to contact them to initiate the process. You can contact them by calling its Director, Mary DePrez, at 317-233-9926 or her assistant, Mary Kronoshek at 317-234-2710.

Feel free to contact me at [richard.payne@courts.IN.gov](mailto:richard.payne@courts.IN.gov) or (317) 234-5398 if you have questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'R. Payne', with a large, stylized loop at the end.

Richard T. Payne  
Staff Attorney, Trial Court Management  
Division of State Court Administration

Enclosures:      User Agreement for Bulk Distribution of Data Compiled Information Not Excluded From Public Access